

Schematic Design and Preliminary Construction Documents Preparation for  
the City of New Braunfels Callen's Castle All Ability Park Improvements  
**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into the 29th day of May, 2018, by and between the CITY OF NEW BRAUNFELS, TEXAS, hereinafter referred to as "CITY" and LUCK Design Team, LLC, hereinafter referred to as "CONSULTANT".

WHEREAS, CITY desires CONSULTANT to perform certain work and services set forth in Scope of Services, marked Exhibit "A", and attached hereto and incorporated herein.

WHEREAS, the CONSULTANT has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in said Scope of Services, and enumerated under Article II, of this Agreement.

NOW, THEREFORE, all parties agree as follows:

**I. GENERAL**

CONSULTANT shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in Article II hereof for the CITY in accordance with the terms, conditions and provisions of the Scope of Services, marked Exhibit "A", attached hereto and incorporated herein for all purposes. CITY may, at any time, stop any services by the CONSULTANT upon giving CONSULTANT written notice. CONSULTANT shall be bound to CITY by the terms, conditions and responsibilities toward the CITY for CONSULTANT'S services set forth in this Agreement.

**II. SERVICES**

A. The following services, when authorized in writing by a Notice to Proceed, shall be performed by the CONSULTANT in accordance with the CITY'S requirements:

Reference Exhibit "A"

B. CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, plans and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in the design, drawings, specifications, plans and other services.

C. Neither CITY'S review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable to CITY in accordance with applicable law for

all damages to CITY caused by CONSULTANT'S negligent performance of any of the services furnished under this Agreement.

D. The rights and remedies of CITY under this Agreement are as provided by law.

### **III. PAYMENT**

The parties agree that CONSULTANT shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "B". The contract amount specified shall not exceed \$89,015.00

### **IV. TIME FOR PERFORMANCE**

A. CONSULTANT agrees to commence work immediately upon execution of this Agreement and to proceed diligently with said work, except for delays beyond the reasonable control of CONSULTANT, to completion as described in the Completion Schedule, attached hereto as Exhibit "C" and hereby made a part of this Agreement.

B. In the event CONSULTANT'S performance of this Agreement is delayed or interfered with by acts of the CITY or others, CONSULTANT may request an extension of time for the performance of same as hereinafter provided, but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays unless such delays exceed 90 days.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to the CONSULTANT, unless CONSULTANT shall have made written request upon CITY for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless CITY and CONSULTANT have agreed in writing upon the allowance of additional time to be made.

### **V. DOCUMENTS**

A. All instruments of service (including plans, specifications, drawings, reports, designs, computations, computer files, estimates, surveys, other data or work items, etc.) prepared under this Agreement shall be submitted for approval of the CITY. All instruments of service shall be professionally sealed as may be required by law or by CITY.

B. Such documents of service, together with necessary supporting documents, shall be delivered to CITY, and CITY shall have unlimited rights, for the benefit of CITY, in all instruments of service, including the right to use same on any other work of CITY without additional cost to CITY. If, in the event CITY uses such instruments of service on any work of CITY other than that specified in the Scope of Services, attached as Exhibit "A", attached hereto and incorporated herein for all purposes, provided CONSULTANT completes this Agreement, under those circumstances, to the extent allowed by law, CITY hereby agrees to protect, defend, indemnify and hold harmless the CONSULTANT, their officers, agents,

servants and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting therefrom, arising from any inaccuracy, such use of such instruments of service with respect to such other work except where CONSULTANT participates in such other work.

C. CONSULTANT agrees to and does hereby grant to CITY a royalty-free license to all such instruments of service which CONSULTANT may cover by copyright and to all designs as to which CONSULTANT may assert any rights or establish any claim under the design patent or copyright laws. This license includes the CITY'S right to use and reproduce these documents as necessary to implement any CITY project which may require the use of these documents. Further, CONSULTANT acknowledges that the CITY is a governmental body, which is subject to Chapter 552 of the Government Code, commonly known as the "Texas Public Information Act," and hereby waives and releases the CITY from any claims against the CITY for providing copies of documents, or other instruments of service in compliance with that Act. CONSULTANT, after completion of the project, agrees to furnish the originals of all such instruments of service to the CITY.

D. All text documents supplied to CITY as provided herein shall be fully compatible with Word. Unless otherwise specified, all design drawings supplied to CITY as provided herein shall be in Adobe PDF format.

## **VI. TERMINATION**

A. CITY or the CONSULTANT may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to the CONSULTANT. In the event suspension or termination is without cause, payment to the CONSULTANT, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by CITY to be satisfactorily performed to date of suspension or termination. Such payment will be due upon delivery of all instruments of service to CITY.

B. Should the CITY require a modification of its contract with CONSULTANT, and in the event CITY and CONSULTANT fail to agree upon a modification to this Agreement, CITY or the CONSULTANT shall have the option of terminating this Agreement. Payment to CONSULTANT shall be made by the CITY in accordance with the terms of this Agreement, for the services mutually agreed upon by the CITY and the CONSULTANT to be properly performed by the CONSULTANT prior to such termination date.

## **VII. INSURANCE**

A. CONSULTANT shall provide and maintain Workers Compensation with statutory limits.

B. CONSULTANT shall provide and maintain in full force and effect during the time of this Agreement, auto insurance (including, but not limited to, insurance covering the operation of owned and non-owned automobiles, trucks and other vehicles) protecting CONSULTANT and CITY as an additional Insured with limits not less than \$500,000/\$1,000,000/\$250,000.

C. CONSULTANT shall provide general Liability Insurance. Such insurance covering personal and bodily injuries or death shall be in the sum of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate. Insurance covering damages to property shall be in the sum of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00). The general Liability Insurance must name the CITY as an additional Insured.

D. CONSULTANT shall also provide and maintain Professional Liability Errors and Omissions Insurance coverage to protect CONSULTANT and CITY from liability arising out of the performance of professional services, if any, under this Agreement. Such coverage shall be in the sum of not less than Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate. Such insurance shall be kept in effect for four years after the completion of the contract. If CONSULTANT fails to maintain the insurance covered during that time, CITY may pay the premiums to keep the insurance in effect and recover the cost from the CONSULTANT.

E. A signed Certificate of Insurance, satisfactory to CITY, showing compliance with the requirements of this Article shall be furnished to CITY before any services are performed. Such Certificate shall provide 30 days written notice to CITY, prior to the cancellation, or modifications of any insurance referred to therein, and continue to issue such certificate for four years after completion of the contract.

### **VIII. INDEMNIFICATION FOR INJURY AND PERFORMANCE**

A. CONSULTANT further specifically obligates itself to CITY in the following respects, to-wit:

B. The CONSULTANT hereby agrees to protect, indemnify and hold harmless the CITY, their officers, agents, servants and employees (hereinafter individually and collectively referred to as "Indemnitees"), from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including, in part, attorney fees incidental to the defense of such suits, actions, claims, losses, damages or liability on account of injury, disease, sickness, including death, to any person or damage to property including, in part, the loss of use resulting there from, arising from any negligent act, error, or omission of the CONSULTANT, its officers, employees, servants, agents or subcontractors, or anyone else under the CONSULTANT'S, direction and control, and arising out of, resulting from, or caused by the performance or failure of performance of any work or services called for by this Agreement, or from conditions created by the performance or non-performance of said work or services. In the event one or more of the Indemnitees is determined by a court of law to be jointly or derivatively negligent or liable for such damage or injury, the CONSULTANT shall be obligated to indemnify Indemnitee(s) as provided herein on a proportionate basis in accordance with the final

judgment, after all appeals are exhausted, determining such joint or derivative negligence or liability.

C. The CONSULTANT is not responsible for the actions of the CITY'S contractor to perform the construction of the improvements covered under this Agreement.

D. Acceptance and approval of the final plans by the CITY shall not constitute nor be deemed a release of this responsibility and liability of CONSULTANT, its employees, associates, agents and consultants for the accuracy or competency of their designs, working drawings and specifications, or other documents and work; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, working drawings and specifications, or other documents prepared by CONSULTANT, its employees, contractor, agents and consultants.

### **IX. INDEMNIFICATION FOR UNEMPLOYMENT COMPENSATION**

CONSULTANT agrees that it is an independent contractor and not an agent of the CITY, and that CONSULTANT is subject, as an employer, to all applicable Unemployment Compensation Statutes, so as to relieve CITY of any responsibility or liability from treating CONSULTANT'S employees as employees of CITY for the purpose of keeping records, making reports or payments of Unemployment Compensation taxes or contributions. CONSULTANT further agrees to indemnify and hold CITY harmless and reimburse it for any expenses or liability incurred under said Statutes in connection with employees of CONSULTANT.

### **X. INDEMNIFICATION FOR PERFORMANCE**

CONSULTANT shall defend and indemnify Indemnitees against and hold CITY and the premises harmless from any and all claims, suits or liens based upon or alleged to be based upon the non-payment of labor, tools, materials, equipment, supplies, transportation and management costs incurred by CONSULTANT in performing this Agreement.

### **XI. ASSIGNMENT**

CONSULTANT shall not assign or sublet this Agreement or any part thereof, without the written consent of CITY. Sale of more than fifty percent (50%) ownership of CONSULTANT shall be construed as an assignment.

### **XII. APPLICABLE LAWS**

CONSULTANT shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes, including the Americans With Disabilities Act, relating or applicable to services to be performed under this Agreement.

This Agreement is performable in the State of Texas and shall be governed by the laws of the State of Texas. Venue on any suit hereunder shall be in Comal County, Texas.

### **XIII. DEFAULT OF CONSULTANT**

In the event CONSULTANT fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by CITY to CONSULTANT, CITY may, at its sole discretion, without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to CONSULTANT except for all work determined by CITY to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of CONSULTANT to and from meetings called by CITY at which CONSULTANT is required to attend, but shall not include any loss of profit of CONSULTANT. In the event of such termination, CITY may proceed to complete the services in any manner deemed proper by CITY, either by the use of its own forces or by resubmitting to others. In either event, the CONSULTANT shall be liable for all costs in excess of the total contract price under this Agreement incurred to complete the services herein provided for and the costs so incurred may be deducted and paid by the owner out of such monies as may be due or that may thereafter become due to CONSULTANT under and by virtue of this Agreement.

B. CITY may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of the CONSULTANT.

### **XIV. ADJUSTMENTS IN SERVICES**

No claims for extra services, additional services or changes in the services will be made by CONSULTANT without a written agreement with CITY prior to the performance of such services.

### **XV. EXECUTION BECOMES EFFECTIVE**

This Agreement will be effective upon execution of the contract by and between CONSULTANT and CITY.

### **XVI. AGREEMENT AMENDMENTS**

This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the parties except as may be otherwise provided therein.

### **XVII. GENDER AND NUMBER**

The use of any gender in this Agreement shall be applicable to all genders, and the use of singular number shall include the plural and conversely.

### **XVIII. COMPLETE CONTRACT**

This Agreement, including the Exhibits itemized below, constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

Exhibit "A" Scope of Services  
Exhibit "B" Payment Schedule  
Exhibit "C" Completion Schedule  
Exhibit "D" Hourly Fee Schedule  
Exhibit "E" Hourly Fee Breakdown  
Exhibit "F" Vendor Certification

### **XIX. NOTICES AND AUTHORITY**

A. The CONSULTANT agrees to send all notices required under this Agreement to the City Manager of the City of New Braunfels, or his designee, at 550 Landa Street, New Braunfels, Texas 78130. The CONSULTANT understands that only the City Manager or his designee has the authority to represent the CITY or bind the CITY under this Agreement.

B. The CITY agrees to send all notices required under this Agreement to the CONSULTANT at:

LUCK Design Team, LLC

BY: Brent Luck  
TITLE: President  
ADDRESS: 9600 Escarpment Blvd., Suite 745-4  
Austin, Texas 78749

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

**OWNER**  
THE CITY OF NEW BRAUNFELS

**CONSULTANT**  
LUCK Design Team, LLC



BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: CITY MANAGER

TITLE: President

ADDRESS:  
550 Landa Street  
New Braunfels, TX 78130

ADDRESS:  
9600 Escarpment Blvd., Suite 745-4  
Austin, Texas 78749



**EXHIBIT A**  
**ARCHITECTURAL SCOPE OF SERVICES**

*Schematic Design and Preliminary Construction Documents Preparation for the City of New Braunfels Callen's Castle All Ability Park Improvements*

**I. SCOPE OF SERVICES –PHASE 1 – SUMMARY OF NEEDS STUDY**

**A. Kick off Meeting/Programming Workshop**

In collaboration with City Staff, the Consultant shall host a Project Kick-off Workshop to establish project Goals with the key project stakeholders. In collaboration with City Staff, the Consultant shall engage in the programming workshop to develop and refine a building space/use program for the “full program” build-out scenario and present the program to project stakeholders. At the workshop the Consultant will review and discuss the existing master plan of the Callen's Castle All Abilities Park developed in 2015 with City Staff and review program goals and park amenities currently programmed for the park. The end product will be a confirmation of the program amenities desired within the park and the modification of any elements that the City desires.

**B. Civil Assessment**

The Consultant will provide Civil Assessment of site based on existing conditions of the site with respect to (but not limited to) the following:

- Zoning / Impervious Cover / Min Lot / Height / Use / Density / Setbacks
- Tree or Other Special Environmental Ordinances
- Platting/Permitting/Site Plan requirements
- Roadway/Access issues
- Traffic Impact Analysis Worksheet
- Utilities (Water, Wastewater, Electrical, Gas)
- Applicable Impact Fees
- General Soil considerations
- Watershed, Floodplain and Recharge Zone issues
- Storm Water Detention and Quality
- Special Architecture, Lighting and Signage requirements
- Landscaping & Screening requirements
- Historical Designations or Other Overlays

If required by TxDOT the Consultant will provide a detailed traffic impact analysis study of the appropriate level. This will assist in determining possible improvements to TxDOT facilities for providing access to the project site.

**C. Permitting and Code Reviews**

After context of the project site is understood, the design team will review applicable permitting and code requirements for all City, State, and Federal entities having jurisdiction.

**D. Community Meeting #1**

After context of the project site is understood, the design team will facilitate a meeting with City Staff, key stakeholders and community residents in a public meeting. The purpose of this first public meeting will be to review the master plan process and plan for the park developed in 2015, hear concerns, expectations and new ideas for the All Abilities Park improvements, discuss the context of the project site and to provide participants with a timeline for the development of the schematic plan and project.

**E. Compilation of Summary of Needs Study**

After Tasks 1A-1E above is complete the Consultant will provide the City with a “Summary of Needs Study” to capture and document the findings and information gathered in a concise format for the City’s review and approval.

**II. SCOPE OF SERVICES –PHASE 2 – CONCEPTUAL DESIGN**

**A. Concept Sketches**

Based on the workshops, public meeting, and City approved Summary of Needs Study, the Consultant shall prepare and present the following for the City’s approval:

- One (1) Concept Sketch – rough, diagrammatic drawings of the site and architectural design, including parking. Since the City already has a City Council approved master plan for the park, the intent of the sketch will be to incorporate any changes to the existing master plan that are needed or desired as a result of the City Staff comment, comments from the public meetings or any change desired or required based on site information acquired during the development of the Summary of Needs Study.
- Photos of architectural/program precedents and other supporting materials to suggest different methods of approaching the design while meeting project requirements.
- Conceptual floor plan and elevation design sketches for the anticipated buildings associated with the park site will be provided by the Consultant for City Staff review. The three anticipated buildings are:

- New Concession and Restroom Facility for the Callen's Castle All Abilities Park;
- New Family Restrooms and Single Restroom for Trail Users;
- The City - New Braunfels in Miniature (Note: per discussions with City Staff, general layout and building types for City in Miniature buildings will be provided for review to City Staff for review.)

## **B. Concept Design**

Based upon the City's approval of a Concept Sketch direction, the Consultant shall prepare and present for the City's approval the following:

- Concept Design solutions of the project in a more refined manner than the Concept Sketches.
- Using some combination of study models, perspective sketches, and/or digital modeling, describe alternative methods of achieving the vision established from the selected Concept Sketch as well as illustrate the scale and relationship of the Project components.
- General floor plans and rendered elevations of the proposed buildings for the park site to convey the design intent and feel the project requirements dictate. The conceptual package will consist of both two and three dimensional color renderings.
- Conceptual foundation layouts and or retaining wall designs
- Conceptual site lighting and electrical plan
- Conceptual Cost Estimates for the alternative Concept Design solutions, including relative costs of systems.

## **C. Community Meeting #2**

As a final step of the Conceptual Design Phase, the design team will present the revised Concept Design solution to the public at a joint meeting with the New Braunfels Parks and Recreation Advisory Board. The Concept Design will be presented with possible phasing plans, a combination of photographs/materials cut sheets of proposed amenities and a schedule with the next steps for the development project will be discussed. The purpose of this meeting is to ensure that City Staff and City resident consensus is reached regarding the revised Concept Design solution for the Callen's Castle All Abilities Park.

### **III. SCOPE OF SERVICES –PHASE 3 – SCHEMATIC DESIGN**

#### **A. Schematic Design**

Based upon the City’s selection of a Final Conceptual Design, the consultant will prepare Schematic Plans (30% completion of construction document preparation) for the City of New Braunfels Callen’s Castle All Abilities Park Improvements. The plans will illustrate general locations, sizes and relationships of improvements, materials and forms of construction, and proposed equipment for use in development of the park facilities. These will be shown within context of the site. Schematic Design Phase shall address all requirements of the Project and shall include, but not be limited to, the following deliverables, related services and activities:

- Schematic site and building Plan Drawings which illustrate all components of the Project including the size, scale, location, dimensions, and character of the structures, and parking.
- Schematic Elevation and Section Drawings which illustrate the spatial relationships, construction, materials and exterior character of the Project.
- Refined and developed study models, perspective sketches, and/or digital models.
- Schematic drawings and specifications illustrating and describing the architectural and structural components of the Project. Schematic documents will consist of dimensioned floor plans and elevations to represent actual shape and size of each structure. The type of construction will be identified along with exterior materials proposed in the design. The Schematic package will consist of scaled dimensioned floor plans and elevations along with corresponding interior reflected ceiling plans and roof plans.
- Written description of all materials, components, and systems (Civil, Structural, Electrical, and Mechanical) to be incorporated into the Project.
- Any other documents or items required to illustrate the Schematic Design and the conformity of same with the requirements of the Project.
- Project Construction Phasing Plan, illustrating the Construction phases required to achieve the Master Plan vision for the project.
- Updated Program reflecting sizes of all spaces.
- Updated Code Review for Schematic Design.
  
- The Consultant shall present the Schematic Design deliverables to the City and shall incorporate any changes requested by the City regarding the Schematic Design or the requirements of the Project.
  
- The Consultant team shall participate in conference call meetings and meetings in person as determined as necessary by the City.

- In addition, the Consultant shall attend all project meetings with various City departments/divisions and/or public meetings as required and shall prepare presentations and represent the City in presenting as necessary to achieve final plan review and approval.

## **B. SCHEMATIC DESIGN ESTIMATE OF PROBABLE COSTS**

The consultant will provide the City with a preliminary opinion of probable construction costs for the site improvements at the Schematic Design stage. The consultant will prepare an opinion of probable construction costs for improvements and review schematic plans with staff and document their comments for use during preparation of design development plans and presentation to the Bond Advisory Committee. The Schematic Design Cost Estimate will be broken down by proposed Construction Sequences, for the Master Plan vision for the project (all phases), including potential operations and maintenance costs.

## **II. CITY RESPONSIBILITIES AND PROJECT ASSUMPTIONS**

The tract of land designated for the Callen's Castle All Abilities Park is approximately 3.66 acres is located along the west side of FM 1044, south of the Real Life Church property line in New Braunfels, Texas.

No design development plans (60% construction document completion), 100% construction document plans, regulatory permitting, bidding and construction administration construction phase surveying services are included in this scope of services.

We understand that the site is not located over the Edwards's Aquifer Recharge/Transition/Contributing Zone; therefore, a Water Pollution Abatement Plan (WPAP) will not need to be prepared or submitted to the Texas Commission on Environmental Quality (TCEQ) for review in this scope of services.

Our understanding is that the project does not have any Planned Development District (PDD) restrictions for parks.

**EXHIBIT B  
PAYMENT SCHEDULE**

*Schematic Design and Preliminary Construction Documents Preparation for the City of New Braunfels Callen's Castle All Ability Park Improvements*

For all professional engineering services included in EXHIBIT A, Scope of Services, the CITY agrees to pay the ENGINEER on a lump sum basis. The total amount of the Contract shall not be exceeded without a modification to this Agreement.

**WORK STAGE SUBMITTAL  
OR COMPLETION**

**TOTAL**

<b>I. SCOPE OF SERVICES –PHASE 1 – SUMMARY OF NEEDS STUDY</b>		
A. Kick off Meeting/Programming Workshop	Lump Sum	\$2,980
B. Civil Assessment	Lump Sum	\$3,550
C. Permitting and Code Reviews	Lump Sum	\$1,520
D. Community Meeting #1	Lump Sum	\$2,420
E. Compilation of Summary of Needs Study	Lump Sum	\$4,255
	<b>Total Fee:</b>	<b>\$14,725</b>

<b>II. SCOPE OF SERVICES – PHASE 2 – CONCEPTUAL DESIGN</b>		
A. Concept Sketches	Lump Sum	\$10,090
B. Concept Design	Lump Sum	\$15,940
C. Community Meeting #2	Lump Sum	\$2,420
	<b>Total Fee:</b>	<b>\$28,450</b>

<b>III. SCOPE OF SERVICES – PHASE 3 – SCHEMATIC DESIGN</b>		
A. Schematic Design	Lump Sum	\$37,000
B. Schematic Design Estimate of Probable Costs	Lump Sum	\$6,840
	<b>Total Fee:</b>	<b>\$43,840</b>

**TOTAL PROFESSIONAL FEES OF PHASES 1, 2 &3                      \$87,015.00**

**REINBURSBLE EXPENSE ALLOWANCE    \$2,000.00**

**TOTAL CONTRACT FEE    \$89,015.00**

**EXHIBIT C**  
**COMPLETION SCHEDULE**

*Schematic Design and Preliminary Construction Documents Preparation for the City of New Braunfels Callen's Castle All Ability Park Improvements*

<b><u>ACTIVITY OR SUBMITTAL</u></b>	<b><u>COMPLETION DATE</u></b>
1. Notice to Proceed	Anticipated Week of June 11, 2018
2. Kick Off Meeting	Anticipated Week of June 18, 2018
3. Civil Assessment	June 18- July 6 <sup>th</sup> (3 weeks)
4. Permitting Code Review	June 18- July 6 <sup>th</sup> (3 weeks)
5. Community Meeting #1	Anticipated Week of June 25, 2018
6. Compilation of Summary Needs Study	July 16- July 20 <sup>th</sup> (1 week)
7. Concept Sketches	June 18- June 29 <sup>th</sup> (2 weeks)
8. Concept Design	July 2- July 13 <sup>th</sup> (2 weeks)
9. Community Meeting #2	Anticipated Week of July 23, 2018
10. Schematic Design	July 30-August 24 <sup>th</sup> (4 weeks)
11. Schematic Design Estimate of Probable Costs	August 27- August 31st (1 week)
12. Project Completion	August 31, 2018

**EXHIBIT D  
HOURLY FEE SCHEDULE**

*Schematic Design and Preliminary Construction Documents Preparation for the City of New Braunfels Callen's Castle All Ability Park Improvements*

**SCHEDULE OF FEES (RATES PER HOUR):**

LUCK Design Team, LLC

Project Manager	\$125.00
Landscape Architect	\$125.00
Landscape Designer	\$90.00
CADD Technician	\$80.00
Clerical	\$60.00

M&S ENGINEERING, INC

Principal Engineer III	\$210.00
Principal Engineer II	\$200.00
Principal Engineer I	\$190.00
Senior Engineer IV/RPLS IV	\$180.00
Senior Engineer III/RPLS III	\$175.00
Senior Engineer II/RPLS II	\$170.00
Senior Engineer I/RPLS I	\$165.00
Project Engineer V	\$160.00
Project Engineer 1V	\$155.00
Project Engineer III	\$150.00
Project Engineer II	\$145.00
Project Engineer I	\$135.00
Technical Specialist IV	\$155.00
Technical Specialist III	\$145.00
Technical Specialist II	\$135.00
Technical Specialist I	\$125.00
Graduate Engineer / EIT IV	\$130.00
Graduate Engineer / EIT III	\$120.00
Graduate Engineer / EIT II	\$110.00
Graduate Engineer / EIT I	\$100.00
Project Manager IV	\$180.00
Project Manager III	\$170.00
Project Manager II	\$160.00
Project Manager I	\$150.00
Senior Technician IV	\$120.00
Senior Technician III	\$115.00
Senior Technician II	\$110.00
Senior Technician I	\$105.00
Project Technician V	\$100.00
Project Technician IV	\$95.00
Project Technician III	\$90.00
Project Technician II	\$85.00



Project Technician I	\$80.00
Technician IV	\$75.00
Technician III	\$70.00
Technician II	\$65.00
Technician I	\$60.00
1 Man Survey Crew	\$110.00
2 Man Survey Crew	\$155.00
3 Man Survey Crew	\$175.00
Senior CAD Operator II	\$85.00
Senior CAD Operator I	\$80.00
CAD Operator II	\$75.00
CAD Operator I	\$70.00
Administrative III	\$80.00
Administrative II	\$75.00
Administrative I	\$65.00
Software Level II	\$20.00
Software Level I	\$10.00

POWERS GOOLSBY ARCHITECTS

Principal Architect	\$140.00
Graduate Architect	\$80.00
Clerical	\$35.00

SANDRA GIDDENS / LISA MADDOX

Occupational Therapist Assistant	\$40.00
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